

Michael O. Leavitt Governor Kathleen Clarke Executive Director Lowell P. Braxton Division Director 1594 West North Temple, Suite 1210 PO Box 145801 Salt Lake City, Utah 84114-5801 801-538-5340 801-359-3940 (Fax) 801-538-7223 (TDD)

August 29, 2001

CERTIFIED RETURN RECEIPT 7000 0520 0021 7582 9446

Robert Thomas Rancho Equipment Services 5626 North 3000 West Delta, Utah 84624-7050

Re: Formal Approval of Replacement Reclamation Surety, Rancho Equipment Services, Topaz Valley Limestone Quarry, M/023/022, Juab County, Utah

Dear Mr. Thomas:

On July 11, 2001, Rancho Equipment Services forwarded the Division a replacement \$11,800 reclamation surety bond #24006342 issued by Liberty Mutual Insurance Company. The new surety will replace the existing \$11,800 surety bond #197594 issued by The Insurance Company of the State of Pennsylvania which expired on August 15, 2001. We were unable to finalize acceptance of the replacement reclamation surety bond until we received a replacement Reclamation Contract, which was received August 23, 2001.

On August 29, 2001, the Associate Director of the Division of Oil, Gas and Mining formally approved the form and amount of the replacement reclamation surety for the Topaz Valley Limestone Quarry. The Division hereby grants its final acceptance of the replacement reclamation surety and replacement Reclamation Contract for the Topaz Valley Limestone Quarry. The surety is being retained until the 70% revegetation standard is achieved on the recently reclaimed mine site.

Enclosed please find copies of the fully signed and executed replacement Reclamation Contract and surety bond forms for your files. Also enclosed for your disposal or return to the surety company are the Reclamation Contract with effective date of June 26, 1998, and the original Insurance Company of the State of Pennsylvania surety bond #197594 w/accompanying rider.

Page 2 Robert Thomas M/023/022 August 29, 2001

Thank you for your help in finalizing this permitting action. Please call me if you have any questions in this regard.

Sincerely

D. Wayne Hedberg Permit Supervisor

Minerals Regulatory Program

ib

cc:

Enclosures: #1 copies of RC & surety bond;

#2 original surety bond #197594 (Insurance Co of PA) w/rider

Kenneth Nelson, Meadow Valley Contractors w/Encl #1

Larry Garahana, BLM, Fillmore FO w/Encl #1 Janina Monroe, Willis Corroon, Surety Department

(1551 N. Tustin Ave, Ste 1000, Santa Ana, CA 92705-0670)

M23-22-surety.doc



State of Utah DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt Governor Kathleen Clarke Executive Director Lowell P. Braxton Division Director 1594 West North Temple, Suite 1210 PO Box 145801 Salt Lake City, Utah 84114-5801 801-538-5340 801-359-3940 (Fax) 801-538-7223 (TDD)

August 28, 2001

TO:

Mary Ann Wright, Associate Director

THRU:

D. Wayne Hedberg, Permit Supervisor

FROM:

Tom Munson, Senior Reclamation Specialist Tom Munson

RE:

Request for Approval of Form and Amount of Replacement Reclamation Surety, Rancho

Equipment Services, Inc., Topaz Valley Limestone Mine, M/023/022, Juab County, Utah

On July 11, 2001, Rancho Equipment Services forwarded the Division a replacement \$11,800 reclamation surety bond #24006342 issued by Liberty Mutual Insurance Company. The new surety will replace the existing \$11,800 surety bond issued by The Insurance Company of the State of Pennsylvania which will expire on August 15, 2001. Liberty Mutual Insurance Company is on the federal register listing of acceptable bonding companies, and has an A+ rating. The mine site has been reclaimed recently and we are retaining the \$11,800 surety amount until the 70% revegetation standard is achieved.

The surety bond was purchased by Meadow Valley Contractors, a parent company of Rancho Equipment. The operator did not replace the Reclamation Contract which is required to accompany the surety bond. The Division subsequently required the Reclamation Contract be made out jointly in the name of Meadow Valley Contractors and Rancho Equipment Services, thereby tying the parent company and the operator to the mining project. On August 23, 2001 we received the replacement Reclamation Contract.

The Division's legal counsel has reviewed the forms for accuracy and completeness. If you are in agreement with the acceptance of the replacement reclamation surety and Reclamation Contract, please sign and date the documents. We will then issue final Division approval of the replacement surety for the Topaz Valley Limestone Mine. Thank you for your consideration of this request.

jb

Enclosure: MR-RC & surety M23-22-dir-mem.doc

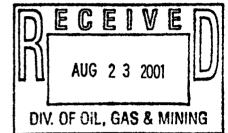
FORM MR-RC Revised April 4, 2001 RECLAMATION CONTRACT File Number <u>M/023/022</u>

Effective Date <u>Algust 27 200/</u>

Other Agency File Number <u>UTU-063449</u>

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION of OIL, GAS and MINING

1594 West North Temple Suite 1210 Box 145801 Salt Lake City, Utah 84114-5801 (801) 538-5291 Fax: (801) 359-3940



RECLAMATION CONTRACT

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For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) (Mineral Mined)	M/023/022 Limestone
"MINE LOCATION": (Name of Mine) (Description)	Topaz Valley Limestone Quarry Approx. 40 miles northwest of Delta, Utah. Mine located in Juab County, Utah
"DISTURBED AREA": (Disturbed Acres) (Legal Description)	15.8 (refer to Attachment "A")
"OPERATOR": (Company or Name) (Address and Phone)	Meadow Valley Contractors, Inc. 4411 South 40th Street Suite D11 P.O. Box 60726 Phoenix, Arizona 50082 (602) 437-5400
and	Rancho Equipment Services 5626 North 3000 West Delta, Utah 84624-7050 (435) 864-3971

"OPERATOR'S REGISTERED AGENT":	
(Name)	Ron Day (Rancho Equipment Services)
(Address)	5626 North 3000 West
	Delta, Utah 84624-7050
(Phone)	(435) 864-3971
"OPERATOR'S OFFICER(S)":	Brad Larson - President (Meadow Valley)
	Kenneth D. Nelson - Vice President
	Nicole Smith - Secretary/Treasurer
"SURETY":	
(Form of Surety - Attachment B)	Surety Bond
"SURETY COMPANY":	Liberty Mutual Insurance Company
(Name, Policy or Acct. No.)	
"SURETY AMOUNT":	
(Escalated Dollars)	\$11,800
(200alatea 20llalo)	411,000
"ESCALATION YEAR":	2003
	Otal CHick
"STATE":	State of Utah
"DIVISION":	Division of Oil, Gas and Mining
"BOARD":	Board of Oil, Gas and Mining
ATTACHMENTS:	
A "DISTURBED AREA":	

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between <u>Meadow Valley Contractors</u>, <u>Inc.</u> and <u>Rancho Equipment Services</u> the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/023/022 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

B "SURETY":

NOW, THEREFORE, the Division and the Operator agree as follows:

- 1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated <u>April 30, 1991</u>, and the original Reclamation Plan dated <u>November 18, 1991</u>. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
- 2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
- 3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
- 4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
- 5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
- 6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's

- request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.
- 7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
- 8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
- 9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
- 10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
- 11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
- 12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
- 13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
- 14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:	
Meadow Valley Contractors, Inc.	
Operator Name	
By Kenneth D. Nelson, Vice President	
Authorized Officer (Typed or Printed)	
Authorized Officer - Position	
Lounth B. Thelpon	8-22-01
Officer's Signature	Date
STATE OF Arizona) ss:	
COUNTY OF <u>Maricopa</u>	
On the <u>22ndday of August</u> , 20 01, _	
personally appeared before me, who being by me duly Vice President of Meadow Valley Contr	
acknowledged that said instrument was signed on beh	
of its bylaws or a resolution of its board of directors an	
duly acknowledged to me that said company executed	the same.
Sugar Com	
Notary Public SUFA	
Residing at theening Notary	N E. SHERBON Public - Arizona
My Com	copa County mission Expires 30, 2003
My commission Expires:	- 00, 2003

OPERATOR:	
Rancho Equipment Services Operator Name	
By Robert B. Thomas, Vice President Authorized Officer (Typed or Printed)	
Authorized Officer - Position	
Robert B. The August 13, 200/ Officer's Signature Date	
STATE OF	
On the 13 day of	ul
Notary Public TAMI WAGSTAFF 479 South 320 West Delta, Utah 84624 My Commission Expires	
My Commission Expires:	

DIVISION OF OIL, GAS AND MINING:	
By Many Ann Wright, Associate Director	August 29, 200 Date
STATE OF <u>Utak</u>)
COUNTY OF Salt Lake) ss: .)
On the 20th August Marie of 20	or Many A. Waist
On the 19 day of Migust, 20 personally appeared before me, who being du Many function is the Associated and Mining, Department of Natural Resources edged to me that she executed the foregoing of the State of Utah.	ate Director of the Division of Oil, Gas State of Utah, and she duly acknowl-
	Notary Public Residing at: ABC. Ut
My Commission Expires:	JOELLE BURNS NOTARY PUBLIC - STATE OF UTAH 1594 W. N. Temple, #1210 Salt Lake City, UT 84114 My Comm. Exp. 4-4-2005

Page 6 of 78
Revised April 4, 2001
Form MR-RC

ATTACHMENT "A"

<u>Meadow Valley</u>	Contractors, I	nc and	Rancho	Equipment	Services	
Operator						
•						
Topaz Vallev I	Limestone Ouarr	J		M/023/022	•	
Mine Name			- <u>-</u>	ermit Numb	·	_
			•			
Juab	County	Litah				
<u> </u>	Odding	, Otali				

LEGAL DESCRIPTION

Include 1/4, 1/4, 1/4 sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch = 500 feet; 1 inch = 200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.

The detailed legal description of lands to be disturbed is:

SE1/4 - SW1/4 and SW1/4 - SE1/4 of Section 21

Township 13 South, Range 11 West

SLBM, Juab County, Utah

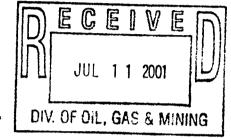
ATTACHMENT B

FORM MR-6 Joint Agency Surety Form (January 18, 2000) Bond Number
Permit Number M/023/022
Mine Name Topaz Valley Limestone
Other Agency File Number UTU-063449

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining

1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291

Fax: (801) 359-3940



THE MINED LAND RECLAMATION ACT

SURETY BOND ***********

The undersigned MEADOW VALLEY CONTRACTORS, INC.	as Principal, and
LIBERTY MUTUAL INSURANCE COMPANY as Surety, hereby jointly and sev	
heirs, administrators, executors, successors and assigns unto the State of Utah	, Division of Oil, Gas and
	, in the penal sum of
Eleven Thousand Eight Hundred dollars (\$11,800.0	0).

Principal has estimated in the Mining and Reclamation Plan approved by the Division of Oil, Gas and Mining on the 12th day of April , 28 1994 that 15.8 acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

Prec 2 MR-6 Joint Agency Surety Bond Attachment B Bond Number M/O2 /022
Frank Number M/O2 /022
Vise Name LIMESTONE QUARRY

AX

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surery hereunto set their signatures and seals as of the dates set forth below.

Date: 6/29/01	MEADOW VALLEY CONTRACTORS, INC.
	Principal (Permittee)
	By (Name typed): Kenneth D. Nelson
	Title: Vice President
- I 20 2001	Signature: Julius Surance Company
Date: June 20, 2001	Surery
	By:(Name Typed) Jeri Apodaca Tide: Attorney in Fact
	Signature:

Page 3
MR-6
Joint Agency Surety Bond
Attachment B

Bond Number M/023/022

Mine Name Limestone Quarry

Other Agency File Number UTU-063449

SO AGREED this 2 day of

Lowell P. Braxion, Director

Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.

AFFIDAVIT OF QUALIFICATION ASSOCIATE DIRECTOR

--000000--

Mary Ann Wright, being first duly sworn under oath, deposes and says that she is the Associate Director of Mining for the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah; and that she is duly authorized to execute and deliver the foregoing obligations; and that said Associate Director is authorized to execute the same by authority of laws on behalf of the State of Utah.

> Mary Ann Wright, Associate Director, Mining Division of Oil, Gas and Mining

Subscribed and sworn to before me this 2 day of Mugust, 20 01.

My Commission Expires:

JOELLE BURNS OTARY PUBLIC - STATE OF UTAH 1594 W. N. Temple, #1210 Salt Lake City, UT 84114 My Comm. Exp. 4-4-2005

Attest:

STATE OF <u>Utak</u>)
COUNTY OF <u>Salt Fake</u>

Page 4 MZ-6 Joint Agency Seresy Boad Asserbness 3

Bood Number		
Permit Number		
Mine Nemc_I	IMESTONE	OUARRY

AFFIDAVIT OF QUALIFICATION

is the (officer or agent) Agent execute and deliver the foregoing	being first duly sworn, on oath deposes and says that he/s of said Surety, and that he/she is duly authorized to obligations; that said Surety is authorized to execute the sects with the laws of Utah in reference to becoming sole and obligations.
	Signed:
Subscribed and sworn to before n	ne this 20th day of June,2001 .
	Notary Public Rhonda C. Abel Residing at: Orange, California
My Commission Expires: August	RHONDA C. A3EL Commission # 1146675 Notary Public — California Orange County My Comm. Excites Aug 9, 2001

This Power of Attorney limits the act of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY BOSTON, MASSACHUSETTS

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts mutual insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name,

					Assistant Secretar	6./Lu		
restimoi	NY WHEREOF, June	I have hereunto 20	subscribed my nan 01 .	ne and affixed the	corporate seal of the	ne said company, this _	20th da	ay o
	copy of any p though manua	ower of attorney Illy affixed.	issued by the comp	oany, shall be valid	and binding upon	e company wherever a the company with the	same force and effect	ct as
npany at a	a meeting duly c	alled and held on	the 12th day of Ma	rch, 1980.		board of directors of		
going is a power of Section 5	i full, true and \widetilde{c} attorney was o 5 of the By-laws	orrect copy, is in ne of the officers of Liberty Mutual	full force and effect specially authorized Insurance Compan	on the date of this d by the chairman o y.	certificate; and I do or the president to a	o further certify that the appoint any attorney-in-	officer who executed fact as provided in Ar	the rticle
I, the un	ndersigned, Ass	Stant Secretary of	of Liberty Mutual In	surance Company	do hereby certify	that the original power	of attorney of which	ı the
			DONAGE SHELD	S Notary Petito	Notary Public	(XIMILLAN		
IN TEST	IMONX WHERI	EOF, Î hareûntos OF	et my hand and affi	managamana amazan managaman arawan arawa ng	Plymouth Meeting	PA, the day and year f	irst above written.	
that he e	xecuted the san	ed individual and no and that the se	officer of Liberty Mo	utual Insurance Co	mpany who execut ment is the corpora	Public, personally came ed the preceding instru te seal of said compan ority and direction of th	ment, and he acknow y; and that said corpo	vled
	EALTH OF PEN MONTGOMER		ss					
Garnet W. I	Elliott, Assistant S	. Ellist ecretary	6					
_		70)) 42)	LIBERTY M	UTUAL INSURANC	CE COMPANY			
npany has	s WHEREOF, the s been affixed the	is instrument has ereto in Plymouth	s been subscribed n Meeting, Pennsylv	by its authorized of ania this21s	officer and the corp t day of	porate seal of the said December		
-			et forth are true cop					
as may	be necessary to		the company to ma			authorized to appoint s deliver as surety any a		
	-		•			ned therein to appoint at	•	
Any office limitation company obligation company	cer or other off ns as the chairn y to make, exe ons. Such attori y by their signa	icial of the comp nan or the presid cute, seal, acknowneys-in-fact, subjecture and execution	any authorized for ent may prescribe, owledge and delive ect to the limitations	that purpose in w shall appoint such er as surety any a s set forth in their r uments and to atta	riting by the chain attorneys-in-fact, a and all undertaking espective powers of the thereto the sea	man or the president, as may be necessary to s, bonds, recognizanc of attorney, shall have f l of the company. Whe	o act in behalf of the es and other surety full power to bind the	
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	••••••	**********	**************			ite, seal, acknowledge	•••••	•••
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